

NORTH CAROLINA 2018 OCT -5 A 11:02 IN THE GENERAL COURT OF JUSTICE
 GREENE COUNTY GREENE CO. O.C.C. SUPERIOR COURT DIVISION
 AB

TIDE TAME INDUSTRIES, INC.,)
 Plaintiff,)
 vs.) COMPLAINT
 THE CINCINNATI INSURANCE)
 COMPANY,)
 Defendant.)

The Plaintiff, complaining of the Defendant alleges and says:

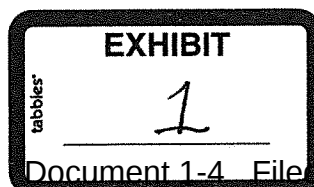
JURISDICTION AND VENUE

1. The Plaintiff is a corporation organized and existing under the laws of the State of North Carolina with its principal place of business being located in Greene County, North Carolina.

2. The Defendant is a corporation organized and existing under the laws of the State of Ohio and, upon information and belief, is licensed under Chapter 58 of the North Carolina General Statutes to transact business in North Carolina, is authorized to conduct business in North Carolina, and actually does conduct business in North Carolina.

3. The amount in controversy exceeds Twenty-Five Thousand Dollars and 00/100 (\$25,000.00) and, pursuant to N.C.G.S. §7A-243, this court has jurisdiction over the subject matter of this action.

4. This court has personal jurisdiction over the defendant pursuant to N.C.G.S. §1-75.4(10), because this



COPY

action arises out of a contract of insurance that covers property located in North Carolina, because the event out of which the claim arose occurred within North Carolina, and because the property affected by the event out of which the claim arose is also located in North Carolina.

5. The Defendant has minimum contacts with the State of North Carolina and, upon information and belief, issues insurance policies to individuals and/or companies that are located in, and transact business in, and own and operate property in North Carolina.

6. Venue of this action is proper in this court pursuant to N.C.G.S. §1-80 and/or §1-82.

FACTS

7. The Plaintiff is in the manufacturing business producing various types and sizes of boatlifts, gangways, docks, boatlift accessories, dock accessories and other products (the "Business").

8. The Plaintiff is the owner of a tract of land located at 900 Hwy. 258 S, Snow Hill, Greene County, North Carolina (the "Property"). Plaintiff has owned this property continuously since 2005.

9. Located on the Property is a building containing approximately 85,000 square feet (the "Building"). The Building is a single-story, pre-engineered metal building with a ribbed metal roof and ribbed metal panel siding. The Building contains a large manufacturing space, office space, and a storage mezzanine, all of which is utilized by the Plaintiff in its Business.

10. The Defendant issued to the Plaintiff a policy of insurance, policy #ENP0222956 (the "Policy"). This Policy

covered the Building and certain personal property utilized by the Plaintiff in its business. The Policy covered the period December 15, 2014 through December 15, 2017.

11. On October 8 and October 9, 2016, Hurricane Matthew swept through eastern North Carolina, including Greene County, with high winds and heavy rain.

12. As a direct result of the high winds of Hurricane Matthew, certain portions of the roof of the Building were damaged, allowing wind and heavy rain to intrude into the Building causing water damage to the interior of the Building.

13. The Plaintiff timely filed a claim with the Defendant as required under the insurance policy. Further, that the Plaintiff has cooperated fully with the Defendant in investigating the claim. The Plaintiff has met all conditions precedent under the Policy to bring this action.

14. Following an investigation, the Defendant denied the Plaintiff's claim, contending that any damage to the roof of the Building was the result of wear and tear and resulting from improper maintenance by the Plaintiff. Further, the Defendant denied any claim for damages to the interior of the Building based on water intrusion, contending that the building did not first sustain damage by a covered cause of loss to the roof or walls of the Building.

CLAIM FOR RELIEF
BREACH OF CONTRACT

15. The Plaintiff incorporates all proceeding paragraphs of this Complaint by reference.

16. The Plaintiff and the Defendant are parties to the Policy, a part of which is attached hereto as Exhibit A. The Policy is valid and enforceable and the Defendant has agreed to assume its obligation and confer Policy benefits to the Plaintiff as described herein.

17. The damage to Plaintiff's Building caused by Hurricane Matthew was a loss covered by the Policy. The Defendant had an obligation to meet its contractual obligations and to pay the damages suffered by the Plaintiff.

18. The Plaintiff has made demand upon the Defendant to pay its claim pursuant to the Policy, but that the Defendant has failed and refused to do so.

19. That the Defendant has breached its insurance contract with the Plaintiff, and as a result thereof, the Plaintiff has suffered damages in the amount of at least ONE HUNDRED THIRTY-FOUR THOUSAND FOUR HUNDRED EIGHTY-ONE AND 00/100 DOLLARS (\$134,481.00), or such greater amount that may be shown in a trial of this action.

WHEREFORE, the Plaintiff respectfully prays unto the court as follows:

1. That the Plaintiff had and will recover of and from the Defendant the amount of ONE HUNDRED THIRTY-FOUR THOUSAND FOUR HUNDRED EIGHTY-ONE AND 00/100 DOLLARS (\$134,481.00), or such greater amount that may be shown in a trial of this action.

2. That the Plaintiff have and recover pre and post judgment interest as allowed by law.

3. That the Plaintiff seeks such other and further relief as the court deems just and proper.

DEMAND FOR JURY TRIAL

The Plaintiff hereby demands a trial by a jury of all issues of fact in this action.

This 5th day of October, 2018.



Matthew S. Sullivan
N.C. State Bar #22343



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N.C. State Bar #16732
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MSS/dfj #137
085852-00033



The Cincinnati Insurance Company

A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141

Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496

www.cinfin.com ■ 513-870-2000

COMMON POLICY DECLARATIONS

Billing Method: DIRECT BILL

POLICY NUMBER ENP 022 29 56 / EBA 022 29 56

NAMED INSURED TIDE TAME INDUSTRIES, INC. UNIFAB, INC. BOAT LIFT WAREHOUSE, LLC
PO BOX 737

ADDRESS SNOW HILL, NC 28580-0737
(Number & Street,
Town, County,
State & Zip Code)

Previous Policy Number:

ENP0222956

Policy Period: At 12:01 A.M., STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

All coverages except Automobile and / or Garage

Policy number: ENP 022 29 56 FROM: 12-15-2014 TO: 12-15-2017

Automobile and / or Garage

Policy number: EBA 022 29 56 FROM: 12-15-2014 TO: 12-15-2015

Agency SOUND CHOICE INSURANCE, LLC 32-120

City MOREHEAD CITY, NC

Legal Entity / Business Description

ORGANIZATION (ANY OTHER)

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FORMS APPLICABLE TO ALL COVERAGE PARTS:

IA4298NC	01/07	NORTH CAROLINA NOTICE TO POLICYHOLDERS OF PROPERTY EXCLUSIONS
IA461	06/10	COINSURANCE CONTRACT
IL0017	11/98	COMMON POLICY CONDITIONS
IA102A	09/08	SUMMARY OF PREMIUMS CHARGED
IA904	04/04	SCHEDULE OF LOCATIONS
IP446	08/01	NOTICE TO POLICYHOLDERS
IA319	01/08	EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM
IA4006	07/10	SPECIAL PER OCCURRENCE DEDUCTIBLE ENDORSEMENT
IA4117NC	09/13	NORTH CAROLINA CHANGES - CANCELLATION AND NONRENEWAL
IA4338	05/11	SIGNATURE ENDORSEMENT
IL0022	05/87	EFFECTIVE TIME CHANGES - REPLACEMENT OF 12 NOON
FM502	07/08	COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS
MA559	05/10	CONTRACTORS' EQUIPMENT (AND TOOLS) COVERAGE PART DECLARATIONS
CA519XCP	03/09	CINCIPLUS® CRIME XC+® (EXPANDED COVERAGE PLUS) COVERAGE PART DECLARATIONS
AA505	03/06	BUSINESS AUTO COVERAGE PART DECLARATIONS

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: **ENP 022 29 56**

Named Insured is the same as it appears on the Common Policy Declarations unless otherwise stated here.

Loc. (address)
REFER TO IA904

COVERAGE PROVIDED			OPTIONAL COVERAGES Applicable only when an entry is made								
Item	Coverage	Limits	Coin- insurance	Covered Cause Of Loss	Business Income Indemnity						
					Inflation Guard (%)	Replace- ment Cost (x)	Replace- ment Cost Ind. Stock (x)	Agreed Value (x)	Monthly Limit (fraction)	Maximum Period (X)	Extended Period (Days)
1-1	BUILDING	2,150,000	90%	SPECIAL		X					
1-1	BUSINESS PERSONAL PROPERTY	400,000	90%	SPECIAL			X				
1-1	BUSINESS INCOME W/EXTRA EXPENSE (b)	350,000		SPECIAL					1/4		

DEDUCTIBLE: \$500.00 unless otherwise stated \$ **2,500**

MORTGAGE HOLDER

Item	Name and Address
1-1	SELECT BANK & TRUST COMPANY C/O: DANA 3600 CHARLES BLVD GREENVILLE, NC 27858-8077

FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

FM101	04/04	BUILDING AND PERSONAL PROPERTY COVERAGE FORM (INCLUDING SPECIAL CAUSES OF LOSS)
FA214	01/06	ACCOUNTS RECEIVABLE/VALUABLE PAPERS: INCREASED LIMIT OF INSURANCE
FA4042	11/07	PROPERTY COVERAGE PART AMENDATORY ENDORSEMENT
FA4098	01/09	CINCIPLUS® COMMERCIAL PROPERTY POWER XC+® (EXPANDED COVERAGE PLUS) ENDORSEMENT SUMMARY OF COVERAGE LIMITS
FA450	11/04	COMMERCIAL PROPERTY CONDITIONS
FA480	04/04	LOSS PAYABLE PROVISIONS
FA490NC	09/13	NORTH CAROLINA CHANGES
FA258	09/09	CINCIPLUS® COMMERCIAL PROPERTY POWER XC+® (EXPANDED COVERAGE PLUS) ENDORSEMENT
FA260	01/10	MANUFACTURERS' ADDITIONAL COVERAGE
FA245	05/10	EQUIPMENT BREAKDOWN COVERAGE (INCLUDING PRODUCTION MACHINERY)
FA213	04/04	BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF LOCATIONS

<u>LOC.</u>	<u>STREET ADDRESS</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP CODE</u>
1	900 HWY 258 S SNOW HILL, NC 28580-8964			